

## **CONTRACT WITH AFTERCARE PROGRAM**

Aftercare Program Operator contract made this        day of        , 2012 between Y.M.C.A. of Eastern Union County, with offices located at 135 Madison Avenue, Elizabeth, New Jersey, hereinafter called the "Operator" and the Union Township Board of Education, located at 2369 Morris Avenue, Union, New Jersey, hereinafter called the "Board".

**WITNESSETH:** That the Operator and the Board for the consideration hereinafter named agree as follows:

### **ARTICLE 1 – SCOPE OF SERVICE**

The Operator shall operate the Aftercare program to be located at Battle Hill, Connecticut Farms, Hannah Caldwell, Franklin, Hamilton, Livingston and Washington Elementary Schools.

### **ARTICLE 2 – TIMES OF SERVICE**

This Contract shall be effective the period September 1<sup>st</sup>, 2012 through June 30<sup>th</sup>, 2013 subject to termination as in Article 4.

### **ARTICLE 3 – CONSIDERATION**

The Operator shall pay the Board the following fees: Seven (7) sites X \$ 15.00 per day times number of days equals total fee; payable monthly. Payment is due on the first day of each month.

### **ARTICLE 4 – RIGHT OF TERMINATION**

Either party shall have the right to terminate this Contract upon giving to the other party a minimum of thirty (30) days written notice of its desire and intention to so terminate. Written notice furnished, pursuant to this provision, shall be forwarded by certified mail, return receipt requested, addressed to the Operator at the address shown at the head of this Contract and to the Board in care of the Board Secretary at the address shown at the head of this Contract.

### **ARTICLE 5 – COMPLIANCE**

The Operator shall be deemed to have full knowledge of all Federal, State and Local Rules and Regulations applicable to the work and agrees to abide thereby, including but not limited to N.J.S.10:2-1 et. seq. relating to discrimination in employment; P.L. 1975, c. 127 relating to affirmative action.

**ARTICLE 6 – NON-ASSIGNABILITY OF AGREEMENT AND NON-SUBCONTRACTING**

The Operator shall not assign its right or obligation under this Contract without the prior written consent of the Board. The Operator shall not subcontract any of its obligations under this Contract.

**ARTICLE 7 – INDEMNIFICATION**

The Operator shall indemnify, defend and hold harmless the Board from any and all actions, suits or causes of action which accrue or may accrue in the future against the Operator or the Board as a result of the operations conducted by the Operator on Board property. The Board shall be indemnified to the full extent of any settlements, judgments, costs or attorney fees, as applicable, which may be assessed against the Operator and/or the Board as a result of the operation of this aftercare program.

**ARTICLE 8 – INSURANCE**

The Operator shall maintain a policy of insurance to provide for \$1,000,000.00 per occurrence and a \$3,000,000 general aggregate on commercial general liability; \$1,000,000.00 professional liability with a maximum \$2,500.00 deductible and state required workers' compensation insurance. All policies shall be maintained in full force and effect during the period of operation. In addition, the Union Board of Education shall be named as an additional insured on all such policies. The Board shall be provided with a minimum thirty (30) days notice as to any modification or cancellation of said policy.

**IN WITNESS WHEREOF**, Y.M.C.A. of Eastern Union County, the Operator, and the Union Township Board of Education, the Board, have caused this Contract to be executed on the day and year first above written.

ATTEST:

Y.M.C.A. OF EASTERN UNION COUNTY

\_\_\_\_\_

By: \_\_\_\_\_

UNION TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
FRANCIS R. PERKINS  
BOARD PRESIDENT

By: \_\_\_\_\_  
JAMES J. DAMATO  
BOARD SECRETARY

## **CONTRACT WITH EARLYCARE PROGRAM**

Earlycare Program Operator contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between Y.M.C.A. of Eastern Union County, with offices located at 135 Madison Avenue, Elizabeth, New Jersey, hereinafter called the "Operator" and the Union Township Board of Education, located at 2369 Morris Avenue, Union, New Jersey, hereinafter called the "Board".

**WITNESSETH:** That the Operator and the Board for the consideration hereinafter named agree as follows:

### **ARTICLE 1 – SCOPE OF SERVICE**

The Operator shall operate the Earlycare program to be located at Battle Hill, Connecticut Farms, Hannah Caldwell, Franklin, Hamilton, Livingston and Washington Elementary Schools.

### **ARTICLE 2 – TIMES OF SERVICE**

This Contract shall be effective the period September 1<sup>st</sup>, 2012 through June 30<sup>th</sup>, 2013 subject to termination as in Article 4.

### **ARTICLE 3 – CONSIDERATION**

The Operator shall pay the Board the following fees: Seven (7) sites X \$ 10.00 per day times number of days equals total fee; payable monthly. Payment is due on the first day of each month.

### **ARTICLE 4 – RIGHT OF TERMINATION**

Either party shall have the right to terminate this Contract upon giving to the other party a minimum of thirty (30) days written notice of its desire and intention to so terminate. Written notice furnished, pursuant to this provision, shall be forwarded by certified mail, return receipt requested, addressed to the Operator at the address shown at the head of this Contract and to the Board in care of the Board Secretary at the address shown at the head of this Contract.

### **ARTICLE 5 – COMPLIANCE**

The Operator shall be deemed to have full knowledge of all Federal, State and Local Rules and Regulations applicable to the work and agrees to abide thereby, including but not limited to N.J.S.10:2-1 et. seq. relating to discrimination in employment; P.L. 1975, c. 127 relating to affirmative action.

### **ARTICLE 6 – NON-ASSIGNABILITY OF AGREEMENT AND NON-SUBCONTRACTING**

The Operator shall not assign its right or obligation under this Contract without the prior written consent of the Board. The Operator shall not subcontract any of its obligations under this Contract.

**ARTICLE 7 – INDEMNIFICATION**

The Operator shall indemnify, defend and hold harmless the Board from any and all actions, suits or causes of action which accrue or may accrue in the future against the Operator or the Board as a result of the operations conducted by the Operator on Board property. The Board shall be indemnified to the full extent of any settlements, judgments, costs or attorney fees, as applicable, which may be assessed against the Operator and/or the Board as a result of the operation of this early care program.

**ARTICLE 8 – INSURANCE**

The Operator shall maintain a policy of insurance to provide for \$1,000,000.00 per occurrence and a \$3,000,000 general aggregate on commercial general liability; \$1,000,000.00 professional liability with a maximum \$2,500.00 deductible and state required workers' compensation insurance. All policies shall be maintained in full force and effect during the period of operation. In addition, the Union Board of Education shall be named as an additional insured on all such policies. The Board shall be provided with a minimum thirty (30) days notice as to any modification or cancellation of said policy.

**IN WITNESS WHEREOF**, Y.M.C.A. of Eastern Union County, the Operator, and the Union Township Board of Education, the Board, have caused this Contract to be executed on the day and year first above written.

ATTEST:

Y.M.C.A. OF EASTERN UNION COUNTY

By: \_\_\_\_\_

\_\_\_\_\_

UNION TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
JAMES J. DAMATO  
BOARD SECRETARY

\_\_\_\_\_  
FRANCIS R. PERKINS  
BOARD PRESIDENT